NO. A-13,916

CLAUDE J. TOMPLAIT

VS.

QUEEN INSURANCE COMPANY OF AMERICA

INTERROGATORIES

FILED

26 Day of May 1966

at 10:0- A M.

ETHEL RUPTON

Clerk, District Court, Orange County, Texas

By [illegible] Deputy

ORGAIN, BELL & TUCKER

ATTORNEYS AT LAW

BEAUMONT, TEXAS

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NO. A-13,916

CLAUDE J. TOMPLAIT	I	IN THE DISTRICT COURT OF
	I	
VS.		ORANGE COUNTY, TEXAS
	I	
QUEEN INSURANCE COMPANY OF AMERICA	I	128TH JUDICIAL DISTRICT

The parties to the above styled and numbered cause, through their attorneys of record, agree that the deposition of the plaintiff, Claude J. Tomplait, may be taken on the original direct and cross interrogatories hereto attached by an officer thereunto duly authorized by law at any place where said witness may be found, hereby waiving notice and service of interrogatories, as well as the filing thereof, and the issuance of commission, and do further agree to waive all statutory requirements in connection with the taking and return of said deposition, except a showing that the answers were given under oath, and agree that when said deposition is taken and returned and filed in such cause, it may be used as evidence by any of the parties, subject to such objections as may be presented at the time of trial.

WARD STEPHENSON

Ward Stephenson

Attorney for Plaintiff

ORGAIN, BELL & TUCKER

By: Steve Tucker

Attorney for Defendant

DIRECT INTERROGATORIES TO BE PROPOUNDED TO CLAUDE J. TOMPLAIT:

Direct Interrogatory No. 1: State your name, age and residence.

To which Interrogatory the witness answers:

Claude J. Tomplait, P. O. Box 507, Bridge City, Texas. Age 45.

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#2-

Direct Interrogatory No. 2: Are you the Claude J. Tomplait who sustained injuries in Orange County, Texas, ~~xxxxxxxx~~ ~~xxxxxxx~~ while employed by The Aber Company?

To which Interrogatory the witness answers: Yes

Direct Interrogatory No. 3: By reason of such injuries have you brought suit No. A-13,916, which suit is pending in the District Court of Orange County, Texas, seeking to recover compensation under the Workmen's Compensation Act of the State of Texas, from Queen Insurance Company of America?

To which Interrogatory the witness answers: Yes

Direct Interrogatory No. 4: Have you made an agreement to compromise and settle such suit, as well as all claims for workmen's compensation insurance benefits, including but not limited to medical aid, hospital services, nursing, chiropractic services, medicines, prosthetic appliances, and treatments for physical rehabilitation, arising out of or in any way connected with your employment by The Aber Company for the total sum of One Thousand Five Hundred Dollars ($1,500.00) and costs of court?

To which Interrogatory the witness answers: Yes

Direct Interrogatory No. 5: Is this settlement of all your claims for $1,500.00 and costs of court entirely satisfactory with you?

To which Interrogatory the witness answers: Yes

Direct Interrogatory No. 6: Have you received any injury, occupational disease, or other condition while working for The Aber Company other than the accident and injury you are claiming in this lawsuit?

To which Interrogatory the witness answers: No

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Direct Interrogatory No. 7: If you have answered the foregoing "Yes," then give the details of such other injuries, occupational disease, or any other conditions, and whether you claim any disability from them.

To which Interrogatory the witness answers: - -

Direct Interrogatory No. 8: Do you understand that when the court approves this settlement and the sum of $ 1,500.00 is paid, then any and all claims which you now have or may have in the future against Queen Insurance Company of America because of any and all accidents, injuries, diseases, and conditions while employed by The Aber Company will be forever settled and released?

To which Interrogatory the witness answers: Yes

Direct Interrogatory No. 9: Do you understand that when the sum of $ 1,500.00 is paid in accordance with this settlement agreement you will receive no further workmen's compensation benefits (including but not limited to medical aid, hospital services, nursing, chiropractic services, medicines, prosthetic appliances and treatments for physical rehabilitation) or payments of any kind from Queen Insurance Company of America?

To which Interrogatory the witness answers: Yes

Direct Interrogatory No. 10: Have you employed Ward Stephenson as your attorney to prosecute your claims for all workmen's compensation benefits and agreed to pay him thirty per cent (30%) of the amount recovered in this suit?

To which Interrogatory the witness answers: Yes

Direct Interrogatory No. 11: Has the aforesaid named attorney (Interrogatory No. 10) performed services for you, and is it your desire that the court approve your agreement to pay him such percentage of the amount of this settlement?

To which Interrogatory the witness answers: Yes

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Direct Interrogatory No. 12: Do you understand that $ 1,500.00 is the full and total amount of this compromise and settlement, except that the defendant is to pay costs of court, and that when the court approves this settlement you will have no further claim for workmen's compensation benefits (including but not limited to any claim for medical aid, hospital services, nursing, chiropractic services, medicines, prosthetic appliances, treatments for physical rehabilitation) and other expenses on account of any injury which you may have received while employed by The Aber Company and that all liability of Queen Insurance Company of America will be forever ended and terminated?

To which Interrogatory the witness answers: Yes

Direct Interrogatory No. 13: Do you make this compromise and settlement for the sum of $1,500.00 of your own free will and accord?

To which Interrogatory the witness answers: Yes

Direct Interrogatory No. 14: Is the agreement to pay $1,500.00 and costs of court the full and only consideration which has been promised you in connection with this compromise and settlement?

To which Interrogatory the witness answers: Yes

Direct Interrogatory No. 15: Has anyone made any additional promises or inducements of any kind or character, as an inducement for the making of this compromise and settlement, other than to pay the sum of $1,500.00 and costs of court in this case?

To which Interrogatory the witness answers: No

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#S-

Direct Interrogatory No. 16: If any additional promises or agreements of any kind or character have been made (Interrogatory No. 15), please state in detail what additional promises or agreements have been made, if any.

To which Interrogatory the witness answers: - -

Direct Interrogatory No. 17: Were you hired in the State of Texas and do you swear that you have no further claim and will make no further claim arising out of or in connection with this accident ~~xx~~ while employed by The Aber Company, and against The Aber Company and Queen Insurance Company of America under the common law or laws of any other State of the United States, the United States, or other governmental unit, body or agency?

To which Interrogatory the witness answers: Yes

Claude J. Tomplait
CLAUDE J. TOMPLAIT

THE STATE OF TEXAS I
COUNTY OF ORANGE I

I, Elizabeth P Heard, a Notary Public in and for County, Texas, do hereby certify that the witness, CLAUDE J. TOMPLAIT was sworn by me to tell the truth, the whole truth, and nothing but the truth, and that the foregoing answers represent the true testimony as given by the said witness, and that I have no interest in this case, and I am not in any way employed by the attorneys representing

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of May, 19 66.

Elizabeth P Heard
Notary Public in and for
Orange County, Texas

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